



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE
 *709050415
 Wiseman Construction Co., Inc.
 1616 6th Avenue
 Charleston, WV 25312
 (304) 344-1200

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	Lump Sum	\$2,485,026.00
<p>HOUSE/SENATE HVAC REPLACEMENT PROJECT</p> <p>REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE REPLACEMENT OF THE MAIN CAPITOL HOUSE AND SENATE OFFICES (FIRST AND SECOND FLOOR) HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) SYSTEM.</p> <p>PROJECT MANUAL AND DRAWINGS MAY BE OBTAINED BY CONTACTING:</p> <p>CHARLESTON BLUEPRINT 1203 VIRGINIA STREET, EAST CHARLESTON, WV 25301 PHONE: 304-343-1063 FAX: 304-343-1095</p> <p>A NON-REFUNDABLE FEE OF \$300.00 IS REQUIRED FOR EACH SET.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON THURSDAY, OCTOBER 07, 2010 AT 10:00 AM IN ROOM MB60 LOCATED IN THE BASEMENT OF THE MAIN CAPITOL BUILDING. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING</p>						

RECEIVED
 2010 NOV -3 PM 1:23
 WEST VIRGINIA PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John W. Williams* TELEPHONE: (304) 344-1200 DATE: 11/3/2010

TITLE: President FEIN: 55-0602314 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE I AM AN 'ENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
GSD096453

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR PRODUCT SUBSTITUTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS OCTOBER 11, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 804-558-2596

PROPERTY

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 900 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS ISSUED. A COMPLETE NOTICE TO PROCEED SCHEDULE IS CONTAINED IN THE INSTRUCTION TO BIDDERS ATTACHED. A WRITTEN NOTICE TO PROCEED WILL BE ISSUED TO THE SUCCESSFUL VENDOR BY THE AGENCY.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. MINIMUM INSURANCE REQUIREMENTS ARE CONTAINED IN THE PROJECT MANUAL.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE L ABLE ED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
GSD096453

PAGE
5

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: **10/19/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

ROBERT

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 804-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 . . . 10/8/2010 . . .</p> <p>NO. 2 . . . 10/21/2010 . . .</p> <p>NO. 3 . . . 10/28/2010 . . .</p> <p>NO. 4 . . . 11/1/2010 . . .</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 8

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *709050415
 Wiseman Construction Co., Inc.
 1616 6th Avenue
 Charleston, WV 25312
 (304) 344-1200

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>John P. Williams</i> SIGNATURE Wiseman Construction Co., Inc. COMPANY November 3, 2010 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: CONTRACTORS NAME: Wiseman Construction Co., Inc.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *John P. Williams* TELEPHONE (304) 344-1200 DATE 11/3/2010

TITLE President FEIN 55-0602314 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDOR



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/23/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS LICENSE NO.: .WV000836.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "VENDOR"



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
GSD096453

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
KRISTA FERRELL
304-558-2596

PURCHASER

RFQ COPY

TYPE NAME/ADDRESS HERE
 *709050415
 Wiseman Construction Co., Inc.
 1616 6th Avenue
 Charleston, WV 25312
 (304) 344-1200

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
09/23/2010						
BID OPENING DATE: 10/19/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: KRISTA FERRELL-FILE 21 REQ. NO.: GSD096453 BID OPENING DATE: 10/19/2010 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 344-1281 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: John Wiseman						
***** THIS IS THE END OF RFQ GSD096453 ***** TOTAL:						<u>\$2,485,026.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Wiseman</i>	TELEPHONE (304) 344-1200	DATE 11/3/2010
TITLE President	FEIN 55-0602314	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED MEMORANDUM



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 GSD096453

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304 558 2596

VENDOR

*709050415 304-344-1200
 WISEMAN CONSTRUCTION COMPANY I
 1616 6TH AVENUE
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/08/2010				

BID OPENING DATE: 10/19/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) SET DATE AND TIME FOR FOLLOW-UP SITE VISITS		
				3.) POSTPONE THE DEADLINE FOR ALL TECHNICAL QUESTIONS		
				DEADLINE FOR ALL TECHNICAL QUESTIONS : 10/14/2010		
				AT THE CLOSE OF BUSINESS		
				4.) EXTEND THE BID OPENING DATE		
				BID OPENING DATE IS EXTENDED TO: 10/26/2010		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** NO OTHER CHANGES *****		
0001	1	LS		968-42		
				HOUSE/SENATE HVAC REPLACEMENT PROJECT		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

PRE-BID CONFERENCE
SIGN IN SHEET

1

Request for Quotation Number:

GSD096453

Date:

10/07/2010

Project Description:

House/Senate HVAC

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV State Purchasing Division
Firm Address:	2019 Washington St. East Charleston, WV 25305
Representative Attending:	Krista Ferrell
Phone Number:	304-558-2596
Fax Number:	304-558-4115
Email Address:	krista.s.ferrell@wv.gov

Firm Name:	Mary Beth C Smith Company Co
Firm Address:	P.O. Box 11888 CHAS WV 25309-1888
Representative Attending:	John Special
Phone Number:	304-925-3190
Fax Number:	304-425-3228
Email Address:	JSPECIAL@MCS-CONSTRUCTION.COM

Firm Name:	SMWIA Local 33
Firm Address:	5038 W. Washington St. Charleston, WV 25313
Representative Attending:	Randy Gombos
Phone Number:	304-776-5723
Fax Number:	304-776-5724
Email Address:	rgombos@frontier.com

Firm Name:	WV Heating & Plumb.
Firm Address:	P.O. Box 1507 Charleston WV 25325
Representative Attending:	Michael Ball
Phone Number:	304 342-3197
Fax Number:	304 342-3184
Email Address:	michaelballwvhp@yahoo.com

Firm Name:	Rock Branch Mech. Inc
Firm Address:	132 HARAS DR. POCA, WV 25159
Representative Attending:	Ron Miranda
Phone Number:	(304) 755-9101
Fax Number:	(304) 755-5270
Email Address:	Rwm@wvds.com

Firm Name:	DOUGHERTY COMPANY
Firm Address:	P.O. BOX 1828 CHAS. WV 25327
Representative Attending:	BRIAN SMITH
Phone Number:	304-925-6664
Fax Number:	304-925-4280
Email Address:	briansmith@doughertyco.com

PRE-BID CONFERENCE
SIGN IN SHEET

2

Request for Quotation Number: **GSD096453**

Date: **10/07/2010**

Project Description: **House/Senate HVAC**

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	David Darnold Company
Firm Address:	P.O. Box 84122 515 3rd Ave South Charleston, WV 25303
Representative Attending:	Thomas Hendon
Phone Number:	(304) 744-8479
Fax Number:	(304) 744-8491
Email Address:	sdarnold@darnoldhvac.com

Firm Name:	HARRIS HILLOCKS
Firm Address:	1543 HAYWARD ST CHARLESTON, WV 25301
Representative Attending:	JAY FORJONE
Phone Number:	304-343-5566
Fax Number:	304-343-5568
Email Address:	GREY.HARRIS@FRONTIER.COM

Firm Name:	Neighborhood Construction
Firm Address:	1216 7th Avenue Huntington, WV 25701
Representative Attending:	Phillip Wiseman
Phone Number:	304-525-5281 ext. 254
Fax Number:	304-525-7795
Email Address:	pwiseman@neighborcall.com

Firm Name:	WV Department of Administration - ESI
Firm Address:	
Representative Attending:	Public Integrity, Bob Kruse, Ted Payne, Al Toms, Anthony Thornton
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	PROGRESSIVE ELECTRIC INC.
Firm Address:	1019 Young St. CHARLESTON, WV 25301
Representative Attending:	BRIAN THOMAS
Phone Number:	304-345-1253
Fax Number:	304-345-1256
Email Address:	bthomas@weired.com

Firm Name:	ELCO MECHANICAL
Firm Address:	1510 Coonskin Dr. CRAS WV
Representative Attending:	WILLIAM ASKWOORTH
Phone Number:	304-346-6546
Fax Number:	304-346-0548
Email Address:	RONALD@ELCO@SUPPORTS.LINK.COM

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: **GSD096453**

Date: **10/07/2010**

Project Description: **House/Senate HVAC**

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Wiseman Construction Co, Inc
Firm Address:	1616 6th Avenue Charleston, WV 25312
Representative Attending:	J. C. Linkinogor
Phone Number:	304-344-1200 ext 212
Fax Number:	304-344-1281
Email Address:	JLinkinogor@wisemanconstr.com

Firm Name:	CASTO TECHNICAL SERVICES
Firm Address:	540 LEON SULLIVAN WAY CHARLESTON WV 25301
Representative Attending:	RICHARD SLATER
Phone Number:	304-346-0549
Fax Number:	304-346-8920
Email Address:	raslater@trane.com

Firm Name:	City Electric Company
Firm Address:	1219 Pennsylvania Avenue Charleston WV 25301
Representative Attending:	Chris Whitlock
Phone Number:	304-345-6150
Fax Number:	304-345-6151
Email Address:	cwhitlock@cityelectricwv.com

Firm Name:	CASTO TECHNICAL SERVICES
Firm Address:	540 LEON SULLIVAN WAY CHARLESTON WV 25301
Representative Attending:	TOPP WATSON
Phone Number:	304-346-0549
Fax Number:	304-346-8920
Email Address:	twatson@castotech.com

Firm Name:	Casto Technical Services
Firm Address:	540 Leon Sullivan Way Charleston WV 25301
Representative Attending:	Willie Taylor Jr
Phone Number:	304-346-0549
Fax Number:	304-346-8920
Email Address:	wtaylor@castotech.com

Firm Name:	CASTO TECHNICAL SERVICES
Firm Address:	540 LEON SULLIVAN WAY CHARLESTON, WV 25301
Representative Attending:	CHUCK RAY
Phone Number:	304-346-0549. x 1238
Fax Number:	304-343-1723
Email Address:	cray@castotech.com

Request for Quotation Number: GSD096453

Date: 10/07/2010

Project Description: House/Senate HVAC

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	DUAL CONSTRUCTION
Firm Address:	P.O. Box 401 CHARLESTON, WV 25322
Representative Attending:	ERIC COFFEY
Phone Number:	304 347-8820
Fax Number:	304 347-8821
Email Address:	ecoffey@evnlconstruction.com

Firm Name:	N VISIONS ARCHITECT
Firm Address:	200 MAIN STREET ST. ALBANS, WV 25177
Representative Attending:	GEORGE M. SOULIS AIA
Phone Number:	304 744 3654
Fax Number:	304 201 1209
Email Address:	nvisions@nvisions.com

Firm Name:	CMA ENGINEERING
Firm Address:	824 CROSS LANES DRIVE CHARLESTON, WV 25313
Representative Attending:	DANIEL ELLARS
Phone Number:	304-343-0316
Fax Number:	304-343-5416
Email Address:	DELLARS@CMAWV.COM

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	HAM ENGINEERING
Firm Address:	411 1/2 P ST SUITE 2 SOUTH CHARLESTON WV 25303
Representative Attending:	JUD HAM
Phone Number:	304-744-3017
Fax Number:	304-744-3108
Email Address:	jham@hamengineer.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

RFQ#GSD096453
House/Senate HVAC Project

Follow Up Meeting Information

A meeting to provide additional access to the project site for review by all interested bidders will be conducted:

From 8:00am to 12:00pm, Thursday, October 14, 2010

Please visit Room MB60 of the Main Capitol Building and someone will be made available to arrange access.

NOTE: Agency personnel may not answer technical questions during site visits. Any questions resulting from site visits must be submitted in accordance with the provisions of the Request for Quotation. No verbal representations are binding until such time as they are issued by addendum.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFQ NUMBER
GSD096453

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

PROPOSER

*709050415 304-344-1200
WISEMAN CONSTRUCTION COMPANY I
1616 6TH AVENUE

CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED 10/21/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **11/03/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE.		
				TECHNICAL QUESTIONS, CLARIFICATIONS, AND REQUESTS FOR PRODUCT SUBSTITUTIONS WILL BE ANSWERED BY SUBSEQUENT ADDENDUM.		
				BID OPENING DATE IS EXTENDED TO: 11/03/2010		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		968-42		
				HOUSE/SENATE HVAC REPLACEMENT PROJECT		
				***** THIS IS THE END OF RFQ GSD096453 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**request for
 Quotation**

RFQ NUMBER
GSD096453

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR
 *709050415 304-344-1200
**WISEMAN CONSTRUCTION COMPANY I
 1616 6TH AVENUE
 CHARLESTON WV 25312**

SHIP TO
 DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/28/2010				

BID OPENING DATE: 11/03/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS, CLARIFICATIONS, AND PRODUCT SUBSTITUTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (GSD09453)						
BID OPENING DATE REMAINS: 11/03/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		968-42		
HOUSE/SENATE HVAC REPLACEMENT PROJECT						
***** THIS IS THE END OF RFQ GSD096453 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

GSD096453 House/Senate HVAC RenovationsAddendum #3ADDENDUM ITEMS**Regarding Specifications Section #15725, "Modular, Indoor Air-handling Units":**

1. Reference specification section #15725, subsection 2.3.C: The third sentence in the section should be amended to read: "Provide access panels and doors in the following locations on one side of the unit only: Doors to be provided with wire glass 8" x 8" inspection window". The following six (6) items remain unchanged.
2. Reference specification section #15725, subsection 2.3.D: Add item #5 to read: "Condensate drains are required for both sides of unit, but are to drain to one side since unit is to be installed against a wall."
3. Reference specification section #15725, subsection 2.4: Either direct-driven or belt-driven fans are acceptable.
4. Reference specification section #15725, subsection 2.6.B.5: Provide copper headers.
5. Reference specification section #15725, subsections 2.7.C and 2.7.D: Provide aluminum damper blades.
6. Reference specification section #15725, subsection 3.2: A subsection "D." should be added to read: "Air handlers are to be assembled in place. The largest section of each air handler shall fit through the roof opening for the unit's fresh air intake and also through the opening in the intermediate floor above its final installation location. Existing ductwork in the path between the roof opening and intermediate floor opening shall be removed and reinstalled to allow passage of air handler sections from one to the other."

Regarding Specifications Section #15845, "Air Terminals":

Delete Paragraph 2.2.H. Add the following paragraph for electric reheat coil requirements:

VAV BOX ELECTRIC DUCT COIL**A. Materials and Equipment:**

1. General: Except as otherwise indicated, provide electric heating coil integral with VAV Box, manufactured of standard materials and components as indicated by published product information and designed and constructed as recommended by manufacturer, and as necessary to complete installation.

B. Casing:

1. Provide coil integral with VAV box and flanged outlet for ductwork connections.

C. Elements:

1. Element assemblies shall consist of corrosion resistant steel sheathed elements mechanically bonded to common corrosion resistant steel fins. Each sheathed element shall consist of helically coiled nickel chromium alloy resistance wire completely embedded in and surrounded by magnesium oxide, enclosed and swagged into corrosion resistant steel sheaths. Elements shall have 2" cold conductor pins extending into the sheath and shall have a density of no more than 60 watts per inch.

D. Controls:

1. All heater controls shall be factory mounted and wired.
2. Controller shall be SCR controller supplied with field installed 4-20 ma BAS interfaces for temperature control.
3. Safeties shall include air flow interlock switch and high temperature controls with manual reset and alarms to be sent to BAS.

E. Terminal Box:

1. Terminal box to be unit mounted, factory wired and installed for one power point connection.
2. Terminal box shall include fused disconnect switch.
3. Provide with SCR Controller and required accessories for factory wired assembly.
4. Terminal box shall include control transformer with fused primary protection.

Reference Specification #16721, Subsection #2.1.A.1:

Remove "Johnson Controls" from the list of approved manufacturers and replace with "EST; a unit of GE Security."

Regarding Drawing M2.13:

1. Reference Drawing M2.13: See AHU Detail. The unit is to include a hinged, 100% modulating bypass air damper in the section between the heat wheel and the Face and Bypass IFB Coil. The hinged feature will provide access to the Face and Bypass IFB Coil and the other end of the heat wheel.
2. Reference Drawing M2.13: See AHU Detail. Any control panels, VFD's, or other electrical items or piping located on the side of the unit must be coordinated so as to not be adjacent to existing structural columns which would prevent proper access to these electrical and hydronic items.

3. Reference Drawing M2.13: See AHU Detail. The unit configuration shown is for AHU #1 which is in Alternate #3. Compared to this configuration as it is shown in plan on Drawing M1.31:
- a. AHU #2 is in the Base Bid and the unit's configuration should be rotated 180 degrees and flipped side-to-side.
 - b. AHU #3 is in Alternate #2 and the unit's configuration should be flipped side-to-side.
 - c. AHU #4 is in Alternate #1 and the unit's configuration should be rotated 180 degrees.

Note: See drawings M1.31 and M1.32 for specific unit layouts on the corresponding Mechanical Platform Plans.

Reference Drawing A602, Section A1: Replace the emergency egress ladder specified with the following:

Red-Run Egress Ladder by Fire Escape Systems, 15-foot ladder, provide necessary angle framing and supports to secure egress ladder box in an accessible and operable condition, coordinate with steel walkway grating egress hatch and ceiling egress hatch size and locations.

GENERAL WARRANTY STATEMENT: A warranty shall be provided to cover all new equipment for a period of two years from the date of substantial completion for installation of that specific piece of equipment in the corresponding phase (base bid or alternate) of construction.

TECHNICAL QUESTIONS & ANSWERS:

Question #1: Where will contractor staging be located?

Answer #1: The staging location(s) will be coordinated with the contractor prior to the start of construction. Expect limited staging along California Avenue near the ramp leading to the east basement dock. Additional temporary staging may be provided within the north circle courtyard for crane setup and lifting equipment to the roof.

Question #2: Where will contractor parking be located? How many spaces will be allotted?

Answer #2: On-site parking is limited and temporary parking will only be permitted for vehicles containing tools and supplies. Limited employee vehicle parking will be available in the existing contractor parking areas at Laidley Field or adjacent to the parking building.

Question #3: Will the office's we are working in be occupied during construction?

Answer #3: Yes, assume they will be occupied. There will be full occupancy during legislative sessions and the days leading up to the session. Between sessions occupancy is reduced, but there are still full time staff and periodic office visits by legislators. Some offices

may be temporarily closed to permit work under this project. These closings will be coordinated prior to work in specific areas.

Question #4: Please clarify requirements for temporary partitions and egress paths?

Answer #4: Exiting meeting building code requirements must be maintained at all times. The four main exit stairs shall not be blocked at any time without prior approval of the Owner. Provide exit signage and signage indicating direction to alternate exit stairs. Temporary partitions and scaffolding should be installed to contain construction dust and provide safe access to occupied offices.

Question #5: Who is responsible to move and protect furniture in existing offices and corridors?

Answer #5: Assume the contractor is responsible for protecting all furniture. Moving furniture within the rooms must be coordinated between government staff and contractor's personnel. Note that some of the furnishings may be considered historic and special provisions may be required for moving and storage. These provisions will be provided by the Owner.

Question #6: Please clarify the work stoppages while the legislatures are in session? What is an acceptable condition to leave the work area?

Answer #6: The legislature cannot be disturbed or substantially inconvenienced during their regular and interim sessions. The need for privacy and the elimination of noise, dust and inconvenience will require that work in legislative areas be stopped during the sessions.

Question #7: Will carpet need to be patched at fan coil units or completely replaced? What material cost should be allotted for the carpet? Can this be addressed with an allowance?

Answer #7: A \$60,000 allowance (\$15,000 for the base bid and each alternate) will be used for carpet patching/replacement at the fan coil units. Contractors shall include a \$15,000 allowance in their base bid and for each alternate bid price. This allowance will be utilized on a square yard basis to reimburse the cost of the carpet and carpet installation. Other costs shall be included in the base bid.

Question #8: Will one phase (base bid or alternate) need to be completed before another phase can be started?

Answer #8: Yes. Out of phase work may be considered for dome areas, roof s and other non-public spaces to facilitate later phases, however we are concerned about attempting more work between sessions that can be restored. Disturbing more than one quadrant of the legislative area at a time will not be acceptable. This sequence must also be followed: Base Bid then Alternate #1 then Alternate #2 then Alternate #3. The sequence is required in order for the work completed in one phase to support the work in the following phase.

Question #9: Can all the roof cuts and placement of materials via crane be done concurrently?

Answer #9: This will be considered based on the contractor's submitting an acceptable plan, however we cannot issue a blanket approval of this concept. The Owner is concerned about floor loadings and keeping the existing air handlers in operation until the appropriate time. For example, each air handler (in total) weighs 21,000 pounds on a 12' x 21'-8" footprint. In one assembled piece, each would load the floor at about 81 pounds per sq. ft. The original design load for the concrete floors is 100 pounds per square foot. The Contractor must distribute the

load and will not be permitted to concentrate the equipment sections in one place or quadrant. Also note that the air handlers should not be stored on the roofs. The design live load for the roof was 40 #/sf. Storage must also be done in a manner that does not hinder access or other work by the Owner.

Question #10: How much work area will we be allowed to occupy at one time? How large an area will we be able to partition off with temporary partitions?

Answer #10: The contractor will not be permitted to occupy the chambers, rotunda and House and Senate foyers. Stairs cannot be blocked with the exception of the four monumental connecting stairs from the ground floor main corridor to the first floor side corridor. One of these monumental stairs will be allowed to be blocked per phase. Material storage will be limited and First and Second floor areas will not be permitted to be used for long-term storage of materials. Stairwells are required for exiting. We cannot close more than one stairwell at a time and alternate exiting must be clearly marked. Assume that scaffolding and dust partitions would be required to provide access to offices during construction. Also note that Restroom renovation will be occurring simultaneously with the HVAC contract and construction access to restrooms must be coordinated with this contractor.

Question #11: Can the bid date be extended?

Answer #11: The bid date has been extended. Further extensions are not anticipated.

Question #12: Please provide specifications for acoustical ceiling and grid in basement area?

Answer #12:

Corridor Acoustical Ceiling:

Chicago Metallic

Color Model: Eurostone Tetrum

Size: 24" x 24" x 7/8" (Revel Edge 9/16 grid)

Part No. 8669.01

Grid: Tempra - #4050 (9/16") - Black

Cafeteria Rotunda Acoustical Ceiling:

Chicago Metallic

Color Model: Eurostone - Cresta Bold

Size: 24" x 24" x 7/8" (Revel Edge 9/16 grid)

Part No. 8656.01

Grid: Tempra - #4050 (9/16") - White

Question #13: Per spec section 01100, 1.3 HVAC contractors are to act as GC's. Can this be changed?

Answer #13: Please delete §1.3.A of Section 01100-2 and replace with the following:

"Project will be constructed under a general construction contract. The successful bidder (whether general or mechanical) shall be the prime contractor. Should the prime contractor be solely a general contractor, they shall have a mechanical contractor included in their list of subcontractors."

Question #14: Section 01731, paragraph 1.5 B.7 states to protect special construction in Division 13 Sections. We do not have Division 13 specifications.

Answer #14: Division 13 normally is used to specify elevator construction. This section should be considered to refer to the existing elevators in the building.

Question #15: Section 01732, paragraph 1.7 D, Hazardous Materials defines Asbestos containing window caulk and sealant. Per the discussion at the Pre-Bid, the Asbestos would be abated by the owner upon notification. Should this paragraph be corrected?

Answer #15: Delete paragraph 'D' in its entirety. Although the windows are original to the building, they were recently restored. No hazardous materials are present in the glazing or finish. Note that there should be no reason to remove or damage a window unit. Contractor is responsible for damage to windows. Damaged glass must be replaced with matching low-E glazing.

Question #16: Section 01732, paragraph 3.5 I Roofing seems to be a part of the work; however, there isn't a roofing specification. Per the Pre-Bid, the roof area will be replaced at a later date once this work is complete. Would there be a need for a maintenance bond in this case? Are we to just provide flashings and minor repairs in advance of the roof replacement?

Answer #16: Contractor shall provide curbs, flashings and other items required where the mechanical systems interface with the roofing. Roofing system installed under this contract shall match existing roofing system. This contractor shall also note that the new roof will very likely be installed during the course of this contract. The type of roofing and insulation thickness may change. The mechanical contractor shall coordinate access with a future roofing contractor. The two year maintenance bond is required.

Question #17: Section 09401 Cementitious Terrazzo is not clearly shown in scope on the drawings. Where is this product specified? Per our review of the documents, Sheet A600 does not indicate a Note 12.

Answer #17: This section was included to provide a basis for the patching and repair of the existing terrazzo floors where fan-coil units are being removed from the corridors. These are typically low-profile units found only where the corridors have exterior wall with windows.

Question #18: Rooms 212 and 214 do not show the correct plaster demolition. Note: include the demolition required for panning the ducted relief between the floor and ceiling registers.

Answer #18: Add a General Demolition Coordination Note to all demolition and mechanical drawings which reads: "IF A DIFFUSER OR GRILLE IS SHOWN TO BE REMOVED OR PANNING OF JOISTS IS CALLED FOR ON MECHANICAL PLAN, THEN THE APPROPRIATE DEMOLITION AND PATCHING WORK TO ALLOW THIS WORK IS TO BE COORDINATED WITH ARCHITECTURAL PLANS, THE PRIME CONTRACTOR AND WITH ALL TRADES."

Question #19: Room 234 needs to show two Note 6's demolition for wall registers.

Answer #19: See answer to previous question (#18).

Question #20: Room 236 has 3 additional ceiling registers than Note 5 shows. Room "Unnamed" near corridor 247, 237, 257A, 243, 470, 442, and 436 require Note 5 plaster demolition.

Answer #20: See answer to Question #18.

Question #21: Room 207, verify FC note.

Answer #21: IF "FC" refers to "fan-coil," then the demolition notes (#1, #12, #14, #16) on Drawing D1.11 are correct. Add a General Restroom Renovation Project Coordination Note to all plan drawings to read: "COORDINATE ALL WORK IN RESTROOMS WITH PRIME CONTRACTOR AWARDED RESTROOM RENOVATION PROJECT WORK. WORK FOR BOTH CONTRACTS WILL BE PERFORMED SIMULTANEOUSLY FOR THE AFFECTED QUADRANT AREA."

Question #22: Room numbers between drawings are not consistent. A101 shows #235, should be 223 and 35 should be 235.

Answer #22: True, correct drawings to show Room # 235 to be Room #223 and Room # 35 to be Room # 235.

Question #23: Verify that the match lines are the separations between Base Bid and Alternate #1 and Alternate #2 and Alternate #3.

Answer #23: Yes, the match lines shown also create the separation lines between the Base Bid and Alternate #1, Alternate #2 and Alternate #3.

Question #24: Verify the separation lines for Base Bid and Alternates do not coordinate between the Architectural and Structural drawings.

Answer #24: For separation of Base Bid and Alternates on Architectural and Structural drawings, refer to the Mechanical/Electrical drawings.

Question #25: Note typical new construction wall chases note float plaster on the inside of the chase. The chase construction makes this inside work impossible to perform. Is this required? See detail L14/A601. Can we not construct a shaft wall for the rating and just plaster the exterior wall?

Answer #25: This type of chase construction is difficult but not impossible. In inaccessible areas Owner may permit, with prior approval and on a case-by-case basis, the use of fire rated drywall in lieu of plaster on the hidden face.

Question #26: What is the access to FC in room without a door near 405A sheet A103?

Answer #26: The background drawing is incorrect for this space. The elevated Room #405A has been extended out over the space where the fan-coil unit is located. The fan-coil shown to be removed is serving Room #405A through a floor register. Access to the unit is through an opening into the resulting crawlspace from Room #407A. Reference Drawing D1.21. Change Demolition Note #1 to Note #4 for this fan-coil unit and for similar unit shown in Room #455. Add a Demolition Note #21 to Drawing D1.21 at the two (2) fan-coil units shown below the floor level in Room #455 and for the one serving Room #405A which reads: "PATCH FLOOR AND CARPET WHERE RECESSED FAN-COIL UNIT IS REMOVED TO MATCH ADJACENT FINISHES. COORDINATE WITH OWNER FOR DETAILS."

Question #27: No smoke frames with access doors are noted in Base Bid or Alternate #3 per Note 16. Is this correct? What rating is required for this door.

Answer #27: Typical Notes #16 are shown correctly on Drawing A102, see the two (2) appearances on Drawing A102 where Corridor #412 intersects with Corridor #448 and where Corridor #448 intersects with Corridor #458). However, these notes were omitted from Drawings A100, A101, and A103. The Typical Note #16 is listed on each drawing. Add Typical Note #16 with a box (similar to the appearances on Drawing A102) to the other drawings where there a door is shown in the background between the two (2) connecting corridors as follows:

Drawing A100: Where Corridor #268 intersects with the (unnamed) Corridor adjacent to Restroom #270. Where Corridor #206 intersects with the (unnamed) Corridor adjacent to Room #204.

Drawing A101: Where Corridor #203 intersects with the Corridor #213 adjacent to Restroom #207. Where Corridor #267 intersects with the Corridor #273 adjacent to Room #275.

Drawing A103: Where Corridor #421 intersects with the Corridor #447 adjacent to Room #427. Where Corridor #447 intersects with the Corridor #459 adjacent to Room #451. Corridor #447 includes the portion of the corridor which extends vertically (plan North to South) on the drawing, connecting with Corridors #421 and #459.

The existing clay tile walls extend up to the structure above these doors in the corridors. Access doors rated to match the existing walls are to be installed in all of these walls above the ceilings and are to coordinate and align with the new steel walkways.

Question #28: Who has the responsibility for temporary heating and cooling of offices once the FC's are removed?

Answer #28: The general or prime contractor shall be responsible for maintaining temporary heating and cooling in the spaces under renovation.

Question #29: Define what work would be permitted during the legislative sessions.

Answer #29: In general no work shall be done in Legislative spaces during the Legislative sessions. Work in other spaces may be permitted if it does not generate noise, dust or inconvenience that would hinder the session. Coordination shall be required, even during non-session periods, to establish work zones, timing and acceptable work activities.

Question #30: Define the limits of public protection requirements. For example in Alternate #1 House South, 1st and 2nd Floors, will the offices and corridor under construction be vacated? If so, public protection is simply a barrier.

Answer #30: The Contractor shall maintain access and fire exiting at all times. The Contractor is required to submit a proposed protection plan to CMA Engineering as a shop drawing which will then be forwarded to the Owner for review and approval before starting work. Provide at least two weeks notice if changes to the plan are required.

Question #31: Please specify the type of fireproofing requirements for replacement where existing fireproofing is removed.

Answer #31: The Contractor shall match the fire rating of the existing material.

Question #32: There are noted registers to be removed on the Mechanical demolition drawings that are not noted on the Architectural drawings. What are we to do regarding this issue.

Answer #32: Refer to Answer # 18 for this Question.

Question #33: We participated in the walk-through on this date. There were rooms we needed to see, but were not able due to access issues. We note that this bidding is rushed as the walk-through did not achieve the results we expected.

Answer #33: The walk though attempted to show typical areas and as many spaces as possible in the short time available.

Question #34: Who is responsible for protection and moving furniture from the individual offices?

Answer #34: Refer to the answer in Question # 5.

Question #35: Is it the intent that the offices will be occupied during construction of HVAC in individual offices?

Answer #35: There is no consistent answer to this question. Whenever possible offices and other affected spaces will be temporarily vacated or relocated, but this will not be possible in all spaces. In some spaces continued use will be required.

Question #36: Can we use pneumatic chipping hammers? Can we use gas powered demolition saws?

Answer #36: No in both cases. The pneumatic chipping hammers, or jack hammering will result in excessive noise and the gas powered saws will result in gas fumes which are not acceptable.

Question #37: Are we responsible for re-waxing the terrazzo floors?

Answer #37: The contractor is responsible for removing existing finishes and dirt at removed fan-coil units, patching and restoring finish in the area of fan-coil units to match existing, resealing disturbed terrazzo and then providing a final finish to match product used by owner's custodial staff at time of restoration.

Question #38: The rooms which have ACT removed are undefined related to the extent of plaster repair. Can you define how much plaster repair should be anticipated?

Answer #38: The Contractor shall assume that the acoustical ceiling tile (ACT) and support system will be removed without damaging the plaster and the Contractor will replace or repair all plaster damaged by their operations plus any unanticipated damage. The Contractor shall assume the typical quantity and spacing for the support anchors for the suspended ceiling embedded in the existing plaster ceiling and provide for the removal of those anchors and the related patching of the ceiling to match existing conditions.

Question #39: You have specified liquidated damages. Is there an early completion incentive?

Answer #39: No, there is no early completion incentive.

Question #40: Could you send in the following for engineer's review??

The schedules call for VAV boxes with finned tubular electric reheat coils. According to the suppliers the electric reheats will have to be in the duct not in the box. They will require approximately 3 feet of straight duct before and after the coil. The drawings do not depict us having room to do this.

Answer #40: See 'Addenda Items', "Changes to Paragraph 2.2 F" at the beginning of this Addendum.

SUBSTITUTION REQUEST#1

Krista,

In regards to the Senate HVAC upgrade project I would like to request that "Trane Custom" be added to the list of acceptable manufacturers of custom air-handling units (Spec section 15725). Please contact me if you have any questions.

APPROVAL: Request cannot be considered as the required manufacturer's product data information not included with request.

SUBSTITUTION REQUEST#2

Please consider the EST fire alarm equipment as an approved equal for the listed fire alarm product shown on the associated Specifications for this project.

APPROVAL: Request cannot be considered as the required manufacturer's product data information not included with request.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**request for
 Quotation**

RFQ NUMBER
GSD096453

1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
 304-558-2596

T.O.P. 11/03/2010

*709050415 304-344-1200
WISEMAN CONSTRUCTION COMPANY I
 1616 6TH AVENUE
 CHARLESTON WV 25312

T.O.P. 11/03/2010

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
11/01/2010				

BID OPENING DATE: 11/03/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED SUPPLEMENTARY CONDITIONS TO THE AIA A201-2007 DOCUMENT.		
				BID OPENING DATE REMAINS: 11/03/2010		
				BID OPENING TIME REMAINS 1:30 PM		
				***** END ADDENDUM NO. 4 *****		
0001	1	LS		968-42		
				HOUSE/SENATE HVAC REPLACEMENT PROJECT		
				***** THIS IS THE END OF RFQ GSD096453 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

State of West Virginia

Supplementary Conditions to AIA Document A201-2007
General Conditions of the Contract for Construction

The following Supplementary Conditions modify the General Conditions of the Contract for Construction, AIA Document A201, 2007 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1
GENERAL PROVISIONS

ANY PROVISION OF THE AIA DOCUMENT A101-2007 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR THAT CONFLICTS WITH THESE SUPPLEMENTARY CONDITIONS IS NULL AND VOID.

Add the following Section to Article 1:

§1.05 PARTY RELATIONS

§1.05 The Owner and their consultants, the Architect and their Consultants, and the Contractor and their Subcontractors agree to proceed with the Work on the basis of mutual trust, good faith and fair dealing.

§1.1 BASIC DEFINITIONS

§1.1.1 THE CONTRACT DOCUMENTS

§1.1.1 Delete the last sentence of this Section and substitute the following:

The Contract Documents also include the Bidding Documents (Advertisement or Invitation to Bid, Request for Quotations/Bids, Instructions to Bidders, Form of Proposal, Bid Bond and Sample Forms), Performance Bond, Payment Bond, Maintenance Bond (if applicable), Certificates of Insurance, Special Provisions For Disadvantaged and Women Business Enterprise Utilization (if bound herein), and West Virginia Department of Labor Wage Rates.

§1.1.2 THE CONTRACT

§1.1.2 Make the following changes to Section 1.1.2:

In the last sentence, insert "and the Contractor" after "The Architect" and delete "the Architect's" and insert "their respective".

ARTICLE 2
OWNER

§2.1 GENERAL

§2.1.2 Delete Section 2.1.2 in its entirety.

§2.1 Add the following Section to 2.1:

§2.1.3 The Owner reserves the right to maintain a full time project representative at the site who shall have such duties and responsibilities as the Owner may assign. The Owner's representative shall not interfere with or be responsible for the Contractor's means, methods, techniques, sequences and procedures for accomplishing the Work.

§2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§2.2.3 Delete the last sentence of Section 2.2.3 and substitute the following:

The Contractor shall confirm the locations of each utility. If the Owner has provided geotechnical and other tests to determine subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface or any other conditions revealed by these tests.

§2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

§2.4 Delete the third sentence of Section 2.4.

ARTICLE 3
CONTRACTOR

§3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§3.2.2 Add the following sentence to the end of Section 3.2.2:

Claims by Contractor resulting from its failure to familiarize itself with the site or pertinent documents shall be deemed waived.

§3.2.3 Delete Section 3.2.3 in its entirety and substitute the following:

§3.2.3 The Contractor acknowledges its continuing duty to review and evaluate the Construction Documents during performance of its services and shall immediately notify the Owner and the Architect about any problems, conflicts, defects, deficiencies, inconsistencies or omissions it discovers in or between the Construction Documents; and variances it discovers between the Construction

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

Documents and applicable laws, statutes, building codes, rules and regulations.

§ 3.2.4 Add the following clauses to Section 3.2.4:

§3.2.4.1 If the Contractor performs any Work which it knows or should have known involves a recognized problem, conflict, defect, deficiency, inconsistency or omission in the Construction Documents; or a variance between the Construction Documents and requirements of applicable laws, statutes, building codes, rules and regulations, without notifying the Owner and the Architect prior to receiving written authorization from the Architect to proceed, the Contractor shall be responsible for the consequences of such performance.

§3.2.4.2 Before ordering any materials or doing any Work, the Contractor and Subcontractors shall verify all measurements at the site and shall be responsible for the correctness of same. Discrepancies shall be reported in writing to the Architect prior to proceeding with the Work. No extra charge or compensation will be entertained due to differences between actual measurements and dimensions indicated on the drawings, if such differences do not result in a change in the scope of Work or if the Architect failed to receive written notice before the Work was performed.

§3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§3.3.1 Make the following changes to Section 3.3.1:

In the last sentence, delete the word "solely" the first time it appears and insert at the end of this sentence "unless the Contractor is grossly negligent."

§3.4 LABOR AND MATERIALS

§3.4.1 Add the following clauses to Section 3.4.1:

§3.4.1.1 In accordance with West Virginia Code §5-19-1 et seq., every contract and subcontract for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, where the cost is more than \$50,000 and, in the case of steel only, where the cost of steel is more than \$50,000 or where more than 10,000 pounds of steel are required, the State will accept only aluminum, glass or steel products produced in the United States. In addition, items of machinery or equipment purchased for use at the site of public works, shall be made of domestic aluminum, glass or steel, unless the cost of the product is less than \$50,000 or less than 10,000 pounds of steel are used in the public works project.

§3.4.1.2 Foreign made aluminum, glass or steel products may be accepted only if the cost of domestic products is found to be unreasonable. Such cost is unreasonable if it is twenty percent (20%) or more higher than the bid price for foreign made products. If the domestic aluminum, glass or steel products to be supplied or produced are in a "substantial labor surplus area," as defined by the

United States Department of Labor, foreign made products may be supplied only if domestic products are thirty percent (30%) or more higher in price than the foreign made products.

§3.4.1.3 If, prior to the award of a contract under the above provisions, the spending officer of the spending unit determines that there exists a bid for like foreign aluminum, glass or steel that is reasonable and lower than the lowest bid for domestic products, the spending officer may request in writing a reevaluation and reduction in the lowest bid for such domestic products. All vendors must indicate in their bid if they are supplying foreign aluminum, glass or steel.

§3.4.1.4 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

.1 Except when authorized by the director of the Purchasing Division pursuant to Subclause .2 below, no contractor may use or supply steel products for a state contract project other than those steel products made in the United States. As used in this contract:

a. "State contract project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of any materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 8, 2001.

b. "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, bessemer or other steel making process.

c. "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

.2 The director of the Purchasing Division may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1 %) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this contract, the cost is the value of the steel product as delivered to the project; or

b. The director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

.3 A contractor who uses steel products in violation of this Clause may be subject to civil penalties pursuant to West Virginia Code §5A-3-56.

§3.4.1.5 The Contractor and all Subcontractors shall pay the higher of the U. S. Department of Labor minimum wage rates or the West Virginia Department of Labor minimum wage rates for the County in which this contract is performed, pursuant to West Virginia Code §21-5A-1 *et seq.*

§3.4.1.6 WEST VIRGINIA JOBS ACT: Pursuant to West Virginia Code §21-1C-1 *et seq.*, every public improvement contract or subcontract let by a public authority shall contain the following language:

.1 DEFINITIONS:

a. The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than one million dollars (\$1,000,000). The term "construction project" does not include temporary or emergency repairs;

b. (1) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry;

(2) The term "employee" does not include:

(A) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;

(B) Bona fide independent contractors; or

(C) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

c. The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

d. The term "local labor market" means every county in West Virginia and all counties bordering West Virginia that fall within seventy-five (75) miles of the border of West Virginia;

e. The term "public authority" means any officer, board, commission or agency of the State of West Virginia and its political subdivisions, including counties and municipalities. Further, the Economic Grant Committee, Economic Development Authority, Infrastructure and Jobs Development Council and School Building Authority shall

be required to comply with the provisions of this Clause for loans, grants or bonds provided for public improvement construction projects; and

f. The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

.2 LOCAL LABOR MARKET UTILIZATION ON PUBLIC IMPROVEMENT CONSTRUCTION PROJECTS; WAIVER CERTIFICATES:

a. Employers shall hire at least seventy-five percent (75%) of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

b. Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the Bureau of Employment Programs' Division of Employment Services of the number of qualified employees needed and provide a job description of the positions to be filled.

c. If, within three (3) business days following the placing of a job order, the Division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the Division shall issue a waiver to the employer stating the unavailability of applicants and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three (3) days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

.3 SCOPE; REPORTING REQUIREMENTS:

a. Pursuant to West Virginia Code §21-1C-5, the West Virginia Jobs Act applies to expenditures for construction projects by any public authority for public improvements as defined by this Act.

b. For public improvement projects let pursuant to the West Virginia Jobs Act, the public authority shall file or require an employer as defined in Chapter 21, Article 1C, Section 2 to file with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to West Virginia Code, Chapter 21, Article 5A, or other comparable documents that include the number of employees, the

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

county and state wherein the employees reside and their occupation.

c. The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this Clause.

d. Each public authority has the duty to implement the reporting requirements of this Clause. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this Clause.

e. The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in West Virginia Code §21-1C-6 and transmittal of data to the Joint Committee on Government and Finance.

.4 PENALTIES: Pursuant to West Virginia Code §21-1C-6, any employer who violates any provision of this Clause is subject to a civil penalty of one hundred dollars (\$100) per day of violation.

§3.4.1.7 PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT: The Contractor must, at all times during the term of this Agreement, be in compliance with West Virginia Code §21-1D-1 et seq., which provides, in part:

.1 DEFINITIONS:

- a. The term "construction", as used in this article, means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract the value of which contract is over \$100,000. The term "construction" does not include temporary or emergency repairs;
- b. The term "contractor" means any employer working on a public improvement without regard to whether they are serving as the prime or subcontractor to another;
- c. The term "employee" means a laborer, mechanic or other worker. For the purposes of this article, employee does not include those persons as are employed or hired directly by a public authority on a regular or temporary basis engaged exclusively in

making temporary or emergency repairs. Furthermore, employee does not include those persons employed by a contractor who does not work in public improvement construction;

- d. The term "public authority", as used in this article, means any officer, board or commission or other agency of the State of West Virginia, its counties or municipalities or any political subdivision thereof, authorized by law to enter into a contract for the construction of a public improvement, including any institution supported, in whole or in part, by public funds of the State of West Virginia and this article applies to expenditures of these institutions made, in whole or in part, from public funds; and
- e. The term "public improvement", as used in this article, includes all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures upon which construction may be let to contract by the State of West Virginia, its counties or municipalities or any political subdivision thereof.

.2 No public authority may award a public improvement contract which is to be let to bid to a contractor unless the terms of the contract require the contractor and its subcontractors to implement and maintain a written drug-free workplace policy in compliance with this article and the contractor and its subcontractors provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with this article.

The public improvement contract shall provide for the following:

- (1) That the contractor implements its drug-free workplace policy;
- (2) Cancellation of the contract by the awarding public authority if the contractor:
 - (A) Fails to implement its drug-free workplace policy;
 - (B) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or
 - (C) Provides to the public authority false information regarding the contractor's drug-free workplace policy.

.3 Each contractor that submits a bid for the work must submit at the same time an affidavit that the contractor has a written plan for a drug-free workplace policy in compliance with West Virginia Code §21-1D-5. A public improvement contract may not be awarded to a contractor who does not have a written

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between Owner and Contractor

State of West Virginia

plan for a drug-free workplace policy and who has not submitted that plan to the appropriate contracting authority in timely fashion.

(C) Post-accident;

(D) Random.

.4 In instances where a worker is required by law to follow United States Department of Transportation drug testing guidelines, no additional drug tests are required under this article.

.5 A clearly legible copy of the contractor's written drug-free workplace policy shall be kept posted in a prominent and easily accessible place at the public improvement construction site thereof by each contractor subject to the provisions of this article.

.6 Every contractor shall keep an accurate record showing the names, occupation and safety-sensitive status of all employees, in connection with the construction on the public improvement, and showing any drug tests or alcohol tests performed and employee education and supervisor training received, which record shall be open at all reasonable hours for inspection by the public authority which let the contract and its officers and agents. It is not necessary to preserve the record for a period longer than three (3) years after the termination of the contract.

.7 All drug testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records. Drug test results may not be used in a criminal proceeding without the employee's consent.

.8 No less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of section five [§ 21-1D-5] of this article was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests pursuant to this article;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests:

(A) Preemployment and new hires;

(B) Reasonable suspicion;

9 PENALTIES:

a. Any contractor who violates any provision of this article is, for the first offense, guilty of a misdemeanor and, upon conviction thereof, shall be fined not more than \$1,000; for the second offense, the person is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$1,000 nor more than \$5,000; for the third or any subsequent offense within the preceding five years, the person is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$5,000 nor more than \$25,000 and the contractor shall be excluded from bidding any additional new public improvement projects for a period of one year.

b. Any person who directly or indirectly aids, requests or authorizes any other person to violate any of the provisions of this article is guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than \$50 nor more than \$250.

§3.4 Add the following Sections to 3.4:

§3.4.4 Where materials and equipment are to be provided by the Owner under the Contract Documents, the Contractor shall notify the Owner in writing as to when materials and equipment are required on the project site in sufficient time to avoid delay in the Work.

§3.4.5 The Contractor shall employ labor on the Project or in connection with the Work, capable of working harmoniously with all trade crafts and any other individuals associated with the Project. The Contractor shall also use its best efforts and implement policies and practices to minimize the likelihood of any strike, work stoppage or other labor disturbance. Except as specifically provided in this Agreement, Contractor shall not be entitled to any adjustment in the Contract sum or Contract time and shall be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes, or strikes by the work force of or provided by Contractor or its Subcontractors.

§3.5 WARRANTY

§3.5 Add the following sentence at the end of Section 3.5:

The Contractor agrees to assign to the Owner at time of Final Completion of the Work, any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such a manner so as to preserve any and all such warranties.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

§3.8 ALLOWANCES

§3.8.3 Make the following change to Section 3.8.3:

§3.8.3 Delete "with reasonable promptness" and insert "in sufficient time to avoid delay in the Work."

Add the following Section to 3.8:

§3.8.4 The Contractor shall promptly submit to the Owner an itemized account of any expenditure by the Contractor of the Contract allowance in sufficient detail to allow the Owner to properly account for such expenditure.

§3.9 SUPERINTENDENT/PROJECT MANAGER

§3.9.1 Add the following sentence to the end of Section 3.9.1:

The Contractor may also employ a competent project manager.

§3.9.2 Make the following changes to Section 3.9.2:

In the first sentence, add "and project manager, if applicable" after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9.3 Make the following changes to Section 3.9.3:

In the first sentence, add "or project manager, if applicable," after "superintendent." In the second sentence, add "or project manager, if applicable," after "superintendent."

§3.9 Add the following Section to 3.9:

§3.9.4 The Owner shall have the right, at any time, to direct a change in the Contractor's representatives if their performance is deemed unsatisfactory.

§3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§3.10.1 Make the following changes to Section 3.10.1:

In the first sentence, delete the word "promptly" and substitute "by the earliest reasonable date".

Add the following sentence to the end of Section 3.10.1: "The Contractor shall submit an updated construction schedule with each payment application, unless waived by the Owner."

Add the following Sections to 3.10:

§3.10.4 At any time after the first thirty (30) days of the Contract Time, if it is found that the project is two (2) weeks or more behind schedule, beyond approved time extensions, or if at any time during the last thirty (30) days of the scheduled Contract Time the

Contractor is one (1) week or more behind schedule, the Contractor shall immediately submit a plan to the Owner describing how the Work will be placed back on schedule within the remaining Contract Time.

§3.10.5 If the Owner and the Architect determine that the performance of the Work during any stage of the construction schedule last approved by the Owner has not progressed or reached the level of completion required by the Contract Documents, the Owner will have the right to order the Contractor to take corrective measures (hereinafter referred to collectively as Extraordinary Measures) necessary to expedite the progress of the Work, including, without limitation: (1) working additional shifts or overtime; (2) supplying additional manpower, equipment and facilities; and (3) other similar measures. Such Extraordinary Measures shall continue until the progress of the Work complies with the last approved construction schedule. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule after allowing for approved extensions of Contract Time as provided elsewhere in this Agreement. The Contractor is not entitled to an adjustment in the Contract Sum in connection with any Extraordinary Measures required by the Owner. The Owner may exercise its rights under this Section as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with the construction schedule.

§3.11 DOCUMENTS AND SAMPLES AT THE SITE

§3.11 Insert the following sentence at the end of Section 3.11:

The Contractor's compliance with this Section 3.11 shall be a condition precedent to any obligation of the Owner to make Final Payment pursuant to this Agreement.

§3.15 CLEANING UP

§3.15.2 Delete Section 3.15.2 in its entirety and substitute the following:

§3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and may withhold such reasonable costs as necessary for the fulfillment of the Contractor's obligation under this Section 3.15. If the reasonable costs of such cleaning exceed the Contract Sum then due the Contractor, the Contractor shall reimburse the Owner the difference within thirty (30) consecutive calendar days of the Owner's written request.

§3.15 Add the following Section to 3.15:

§3.15.3 In order to achieve Substantial Completion, as defined by Section 9.8, for any portion of the Work, the Contractor must have the area where the Work is located fully cleaned and all materials and/or debris removed from site. The Certificate of Substantial

Completion will not be issued until the Contractor has met this obligation.

**ARTICLE 4
ARCHITECT**

§4.1 GENERAL

§4.1.1 Make the following changes to Section 4.1.1:

In first sentence, delete the period and add ", when required pursuant to West Virginia Code §30-12-1 et seq." Add the following sentence at the end of Section 4.1.1: "If the Owner does not retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located, the Owner will appoint an Individual to assume the role and obligations of the Architect pursuant to this Agreement."

§4.2 ADMINISTRATION OF THE CONTRACT

§4.2 Make the following changes to Section 4.2:

§4.2.1 In the first sentence of Section 4.2.1 after the word Architect add ", unless otherwise indicated by the Owner,".

§4.2.2 In the first sentence of Section 4.2.2 strike the word "generally."

§4.2.3 In the first sentence of Section 4.2.3 strike the word "reasonably."

§4.2.5 Add the following sentence at the end of Section 4.2.5:

The Architect upon receipt of an Application for Payment from the Contractor shall either review and certify such amounts due for payment or return such Application for Payment to the Contractor for correction(s) within five (5) consecutive business days of receipt.

§4.2.7 Delete the first sentence and substitute the following:

The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples for the purpose of checking for conformance with the Contract Documents.

§4.2.8 Make the following change to Section 4.2.8:

In the first sentence, after the word Architect add ", in consultation with the Owner,".

**ARTICLE 7
CHANGES IN THE WORK**

§7.2 CHANGE ORDERS

§7.2 Add the following Section to 7.2:

§7.2.2 A written Change Order as defined under 7.2.1 above constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order, including, but not limited to general conditions, all direct or indirect costs associated with such change and any and all adjustment to the Contract Sum and Contract Time.

§7.3 CONSTRUCTION CHANGE DIRECTIVES

§7.3.7 Make the following change in Section 7.3.7:

In the fourth line of the first sentence, delete the words "an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount" and substitute "an allowance for overhead and profit in accordance with clauses 7.3.11.1 through 7.3.11.9 below."

§7.3.9 Delete Section 7.3.9 in its entirety and substitute the following:

§7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment provided these amounts have been added to the Contract by Change Order and a purchase order has been issued for the Change Order.

§7.3.10 Add the following sentence at the end of Section 7.3.10:

The Change Order shall be issued by the Owner within 60 days following such agreement.

Add the following Section to 7.3:

§7.3.11 In Section 7.3.7, the allowance for overhead and profit included in the total cost to the Owner shall be based on the following schedule:

.1 For the Contractor, for any Work performed by the Contractor's own forces, fifteen percent (15%) of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, ten percent (10%) of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-Subcontractor involved, for any Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, ten percent (10%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the Change Order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the allowance for Overhead and Profit. Hand tools are defined as equipment with a value of \$1,000 or less. For Contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing Change Order proposals shall be not more than the monthly rate listed in the most current publication of The AED Green Book divided by 176 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the Change Order work.

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, material, equipment and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.) Where major cost items are Subcontracts, they shall also be itemized as prescribed above. In no case will a change involving over \$10,000 be approved without such an itemization.

.7 Local Business and Occupation Taxes, if applicable, shall be calculated on the cost of the Work, overhead and profit.

.8 Overhead and profit shall not be calculated on changes in the Work involving unit prices. Unit prices are to have overhead and profit included in the price quoted.

ARTICLE 8
TIME

§9.3 DELAYS AND EXTENSIONS OF TIME

§9.3.1 In the first sentence, delete "unusual delay in deliveries,".

ARTICLE 9
PAYMENTS AND COMPLETION

§9.2 SCHEDULE OF VALUES

§9.2 Make the following changes to Section 9.2:

In the first sentence add "and the Owner" after the first reference to the Architect. In the second sentence add "or the Owner" after Architect.

§9.3 APPLICATIONS FOR PAYMENT

§9.3 Make the following changes to Section 9.3:

§9.3.1 In the first sentence add "and the Owner" after the first reference to the Architect and add "and other required documents" after the words "schedule of values."

§9.3.1.1 Delete clause 9.3.1.1 in its entirety and substitute the following:

§9.3.1.1 Such applications may include requests for payment on account of changes in the Work authorized by Construction Change Directives and Change Orders only after a purchase order has been issued for the Work affected.

§9.3.1 Add the following clauses to Section 9.3.1:

§9.3.1.3 Until the Work is fifty percent (50%) complete, the Owner will withhold as retainage 10% of the amount due the Contractor on account of progress payments. At the time the Work is fifty percent (50%) complete and thereafter, if the manner of completion of the Work and its progress are and remain satisfactory to the Owner and Architect, and in the absence of other good and sufficient reasons, the Architect will, on presentation by the Contractor of Consent of Surety, authorize any remaining partial payments to be paid in full.

§9.3.1.4 The full Contract retainage may be reinstated if the manner of completion of the Work and its progress do not remain satisfactory to the Owner and Architect, if the Surety withholds its consent, or for other good and sufficient reasons.

§9.6 PROGRESS PAYMENTS

§9.6.7 Delete Section 9.6.7 in its entirety.

§9.7 FAILURE OF PAYMENT

§9.7 Make the following changes in Section 9.7:

In line two, change "seven days" to "sixty days." In line four, delete "binding dispute resolution" and substitute "a court of competent jurisdiction in the State of West Virginia."

§9.8 SUBSTANTIAL COMPLETION

§9.8.5 Add the following clause to Section 9.8.5:

§9.8.5.1 The payment of retainage shall be sufficient to increase the total payments to ninety-five percent (95%) for the Work or designated portion thereof being accepted as Substantially

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

Complete, less any amounts as the Architect shall determine for any Work that is not complete, not in accordance with the Contract Documents, or for unsettled claims.

In the first sentence, delete "within a reasonable time not exceeding 21 days" and substitute "immediately".

§9.10 FINAL COMPLETION AND FINAL PAYMENT

§9.10.2 Make the following changes in Section 9.10.2:

In the first sentence, delete "for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner)."

Add the following clause to Section 9.10.2:

§9.10.2.1 Before final payment is due the Contractor, all applicable State and local taxes must be paid. If requested by the Owner, the Contractor shall present evidence that payment or satisfaction of all such tax obligations has been made.

§9.10.3 Add the following clause to Section 9.10.3:

9.10.3.1 Unless and to the extent final completion is delayed through no fault of the Contractor as provided in Section 9.10.3, the Owner shall be under no obligation to increase payments above ninety-five percent (95%) until final completion of the Work is Certified by the Architect.

Add the following Sections to Article 9:

§9.11 LIQUIDATED DAMAGES

§9.11.1 The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 8, and if final completion is not achieved within the specified time frame following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sum(s) stated in this Agreement and/or purchase order.

§9.11.2 Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of Contract Time must be properly documented in accordance with Section 15.1.5 by the Contractor and must be made within the time limits stated in Section 15.1.2.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

§10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

§10.2.8 Make the following changes to Section 10.2.8:

§10.3 HAZARDOUS MATERIALS

§10.3.3 Delete Section 10.3.3 in its entirety.

§10.3.6 Make the following change to Section 10.3.6:

Delete "indemnify" and substitute "reimburse."

**ARTICLE 11
INSURANCE AND BONDS**

§11.1 CONTRACTOR'S LIABILITY INSURANCE

§11.1.1 Make the following changes in Section 11.1.1:

§11.1.1.1 Delete the semicolon at the end of clause 11.1.1.1 and add:

"including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project."

§11.1.1.2 Delete the semicolon at the end of clause 11.1.1.2 and add:

"as described in West Virginia Code §23-4-2 (Mandolitis), or persons or entities excluded by statute from the requirements of clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that clause."

§11.1.2 Add the following clause to Section 11.1.2:

§11.1.2.1 The insurance coverages required by Section 11.1.1 shall be written for not less than the minimum limits (or greater if required by law) set forth in the sample Certificate of Insurance following these Supplementary Conditions.

§11.1.4 Delete Section 11.1.4 in its entirety and substitute the following:

§11.1.4 The Owner shall require the Contractor to purchase and maintain liability insurance coverage, primary to the Owner's coverage under Paragraph 11.2. Owner, Architect, and Architect's Consultants shall be named as additional insureds on Contractor's Commercial General Liability Insurance specified for operations and completed operations, but only with respect for bodily injury, property damage or personal and advertising injury to the extent caused by the negligent acts or omissions of the Contractor, or those acting on the Contractor's behalf, in the performance of the Contractor's Work for the Owner at the Worksite.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

§11.3 PROPERTY INSURANCE

§11.3.1 Make the following changes to Section 11.3.1:

At the beginning of the first sentence, delete "Unless otherwise provided, the Owner" and substitute "The Contractor".

Add the following sentences at the end of this Section:

The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

§11.3.1.2 Delete clause 11.3.1.2 in its entirety.

§11.3.1.3 Delete clause 11.3.1.3 in its entirety.

§11.3.2 BOILER AND MACHINERY INSURANCE

§11.3.2 Make the following changes to Section 11.3.2:

In the first line, delete "Owner" and substitute "Contractor".

§11.3.4 Delete Section 11.3.4 in its entirety.

§11.3.6 Make the following changes in Section 11.3.6:

At the beginning of the first sentence, delete "Before an exposure to loss may occur, the Owner shall file with the Contractor" and substitute "Before an exposure to loss may occur, the Contractor shall file with the Owner".

At the end of the third sentence, delete "Contractor" and substitute "Owner."

§11.3.7 WAIVERS OF SUBROGATION

§11.3.7 Make the following change in Section 11.3.7:

At the end of the first sentence, delete "Owner" and substitute "Contractor".

§11.3.8 Make the following changes in Section 11.3.8:

In the first sentence, substitute "Contractor" for "Owner" each time the latter word appears.

§11.3.9 Make the following changes in Section 11.3.9:

Substitute "Contractor" for "Owner" each time the latter word appears, except in the last sentence. In the second sentence, delete "method of binding dispute resolution selected in the Agreement between the Owner and Contractor" and substitute "court award or judgment"

§11.3.10 Delete Section 11.3.10 in its entirety and substitute the following:

§11.3.10 The Contractor as fiduciary shall have the power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power, if such objection is made, the dispute shall be resolved as provided in Section 4.5. The Contractor as fiduciary shall, in that case, make settlement with insurers in accordance with directions of the Court. If distribution of the insurance proceeds as directed by the Court is required, the Court will direct such distribution.

§11.4 PERFORMANCE BOND AND PAYMENT BOND

§11.4.1 Add the following clauses to Section 11.4.1:

§11.4.1.1 The Contractor shall provide, at the Contractor's expense, a Performance Bond and a Labor and Material Payment Bond for 100% of the Contract Sum and, if applicable, a two-year roofing Maintenance Bond for the full value of the roofing system. The surety company must be one with which the Owner has no reasonable objection and it must be authorized to transact surety insurance business in the State of West Virginia.

§11.4.1.2 An attorney-in-fact who executes the bonds on behalf of the surety shall affix thereto a certified and current copy of power of attorney.

§11.4.1.3 The bonds shall be issued on State of West Virginia forms. The Contractor shall deliver the required bonds and all other contract documents to the Owner not later than 15 days following receipt of the Owner's notice of intent to award a Contract.

Add the following Section to Article 11:

§11.5 WAGE BOND

The Contractor, if engaged in construction work in West Virginia less than five consecutive years preceding the date of the Bid, shall post a wage bond with the West Virginia Department of Labor.

**ARTICLE 13
MISCELLANEOUS PROVISIONS**

§13.6 INTEREST

§13.6 Delete Section 13.6 in its entirety and substitute the following:

Notwithstanding any other provision in the Contract Documents, any interest due and payable for payments due and unpaid under the Contract Documents shall be made pursuant to West Virginia Code.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

§13.7 TIME LIMITS ON CLAIMS

§13.7 Delete Section 13.7 in its entirety and substitute the following:

Any applicable statute of limitations shall be in accordance with West Virginia Code.

Add the following Sections to Article 13:

§13.8 WORKERS COMPENSATION

The Contractor shall provide proof of compliance with West Virginia Worker's Compensation laws and regulations.

§13.9 CONTRACTOR'S LICENSE

§11.7.1 West Virginia Code §21-11-2 requires that all persons desiring to perform contractual work in West Virginia shall be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license.

§11.7.2 West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license in a classification appropriate to the Work prior to issuance of a purchase order/contract.

**ARTICLE 14
TERMINATION OR SUSPENSION OF THE
CONTRACT**

§14.1 TERMINATION BY THE CONTRACTOR

§14.1.1 Make the following changes in Section 14.1.1:

At the end of clause 14.1.1.3 delete "; or" and insert a period.

Delete clause 14.1.1.4 in its entirety.

§14.1.3 Delete Section 14.1.3 in its entirety and substitute the following:

§14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exist, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract. In such event, the Contractor shall be paid for all Work performed in accordance with the Contract Documents, for reasonable and proven termination expenses and a reasonable allowance for overhead and profit. However, such payment, exclusive of termination expenses, shall not exceed the Contract Sum as reduced by other payments made to the Contractor and further reduced by the value of Work as yet not completed. The Contractor shall be entitled to reasonable overhead, but not profit, on Work not performed.

§14.2 TERMINATION BY THE OWNER FOR CAUSE

§14.2.4 Delete Section 14.2.4 in its entirety and substitute the following:

§14.2.4 If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall not be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Owner shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§14.4.1 Delete Section 14.4.1 in its entirety and substitute the following:

§14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty days written notice.

§14.4.3 Delete Section 14.4.3 in its entirety and substitute the following:

§14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner on the same basis provided in Section 14.1.3 above.

Add the following Section to Article 14:

§14.5 FISCAL YEAR FUNDING

§14.5 Work performed under this Contract is to continue in the succeeding fiscal year contingent upon funds being appropriated by the Legislature for this Work. In the event funds are not appropriated for this Work, this Contract becomes of no effect and is null and void after June 30.

**ARTICLE 15
CLAIMS AND DISPUTES**

§15.2 INITIAL DECISION

§15.2.1 In the third sentence of Section 15.2.1, insert "or litigation" following the word "mediation".

§15.2.5 Delete the last sentence in Section 15.2.5 and substitute the following:

Approval or rejection of a claim by the Initial Decision Maker shall be final and binding on the parties unless it is pursued further by either party in accordance with Section 15.2.6.

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between
Owner and Contractor

State of West Virginia

§15.2.6 Make the following change to clause 15.2.6.1:

In the last sentence, delete "or pursue binding dispute resolution proceedings."

§15.2.8 Delete Section 15.2.8 in its entirety.

§15.3 MEDIATION

§15.3.1 Delete "binding dispute resolution" and substitute "litigation in a court of competent jurisdiction."

§15.3.2 Delete Section 15.3.2 in its entirety and substitute the following:

§15.3.2 The parties shall endeavor to resolve their Claims by non-binding mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.

§15.4 ARBITRATION

§15.4 Delete Section 15.4 in its entirety and substitute the following:

§15.4 SETTLEMENT OF CLAIMS

§15.4.1 The Constitution of West Virginia grants the State sovereign immunity from any and all Claims against the public treasury. This immunity applies and is extended to all agencies of the State, including the Owner. It shall be in full force and effect as it relates to this Contract. The West Virginia Legislature, recognizing that certain Claims against the State may constitute a moral obligation of the State and should be heard, has established the West Virginia Court of Claims for this purpose. Notwithstanding any provision to the contrary in the Contract Documents, all references to arbitration are hereby deleted and all Claims of the Contractor for monetary relief, and only of the Contractor, arising out of or related to this Contract shall be decided by the West Virginia Court of Claims. The following Sections have been rewritten to bring them into conformance with the foregoing.

§15.4.2 Claims by the Owner may be brought against the Contractor in the Circuit Court of Kanawha County, West Virginia, or in any other court that has jurisdiction, as the Owner may elect.

§15.4.3 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 15.1.6, 9.10.4 and 9.10.5, shall, within 30 days after submission of the decision by the Initial Decision Maker, be settled for the Contractor by the West Virginia Court of Claims or, for the Owner, by the Circuit Court of Kanawha County or any other court of jurisdiction as the Owner may elect.

§15.4.4 Notice of such action shall be filed in writing with the other party to the Contract, and a copy of such notice shall be filed with the Initial Decision Maker and the Architect, if applicable.

§15.4.5 During court proceedings, the Owner and the Contractor shall comply with Section 15.1.3.

§15.4.6 Claims shall be made within the time limits specified in Section 15.2.6.1.

§15.4.7 The party filing a Claim must assert in the demand all Claims then known to that party on which action is permitted.

Add the following Article:

ARTICLE 16
EQUAL OPPORTUNITY

§16.1 COMPLIANCE WITH REGULATIONS UNDER TITLE VI OF THE FEDERAL CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 65-2 BY THE GOVERNOR OF WEST VIRGINIA DATED DECEMBER 15, 1965

§16.1.1 The Contractor agrees that it will comply with Title VI of the Federal Civil Rights Act of 1964 (P.L. 88352) and the regulations of the State of West Virginia, to the end that no person in the State, or in the United States, shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly from the State; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

§16.1.2 If any real property or structure thereon is provided or improved, this assurance shall obligate the Contractor, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which any State payment is extended or for another purpose involving the provision of similar services or benefits. If any other goods or services are so provided, this assurance shall obligate the Contractor for the period during which it supplies such goods or services.

§16.1.3 The Contractor recognizes and agrees that such right to provide property, goods or services to the State will be extended in reliance on the representations and agreements made in assurance, and that the State shall have the right to seek judicial enforcement of this assurance. This is binding on the Contractor, its successors, transferee, and assignee, or any authorized person on behalf of the Contractor.

END OF SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A201-2007

AIA A201-2007 Supplementary Conditions to Standard form of Agreement Between Owner and Contractor

State of West Virginia

Any provisions of the Contract Documents that conflict with these Supplementary Conditions shall be null and void unless they have been approved in writing by the applicable State purchasing officer and the Attorney General, and are clearly identified as such in the bid documents.

The Owner and Contractor hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF, the Owner and Contractor have entered into this Agreement as of the effective date as stated in the A101-2007 Agreement.

Owner:

Contractor:

By:

By:

Title:

Title:

Date:

Date:

APPROVED AS TO FORM THIS 25th DAY OF March, 2010

DARRELL V. MCGRAW, JR., ATTORNEY GENERAL

BY: Dawn E. Wayfield
DEPUTY ATTORNEY GENERAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED CONTRACTOR'S NAME AND ADDRESS	INSURER A:	INSURER'S NAME
	INSURER B:	INSURER'S NAME
	INSURER C:	INSURER'S NAME
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADOPT LYR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER ACC <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/DP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATU- LITY LIMITS <input type="checkbox"/> OTH- ER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CONTRACTOR'S NAME AND ADDRESS	COMPANIES AFFORDING COVERAGE	
	COMPANY A	INSURER'S NAME
	COMPANY B	
	COMPANY C	
	COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLOC & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk <input type="checkbox"/> CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER <input type="checkbox"/> CRIME TYPE OF POLICY	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE STORAGE	CONTRACT AMT \$ 20% \$ 20% \$ \$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY <input type="checkbox"/> OTHER					\$ \$

LOCATION OF PREMISES OR DESCRIPTION OF PROPERTY

 PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

 Owner is to be named as additional insured.

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

State of West Virginia
General Services Division

State Capitol Complex
Building #1 House & Senate
First & Second Floor HVAC Replacement
Project No. GSD 096453

Bid Form

State of West Virginia – General Services Division
West Virginia State Capitol
State Capitol Complex
Building 1 House & Senate
First & Second Floor HVAC Replacement
Charleston, West Virginia

Project No. GSD 096453

Name of Bidder: Wiseman Construction Co., Inc.

The undersigned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid:

Two Million Four Hundred Eighty Five Thousand Twenty-Six
Dollars and ⁰⁰/₁₀₀. (\$2,485,026.00)
(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Alternates:

Alternate No. 1:
House-South Side Renovations

(Add) \$ 1,971,315.00

Alternate No. 2:
House-North Side Renovations

(Add) \$ 2,116,604.00

Alternate No. 3:
Senate-North Side Renovations

(Add) \$ 2,029,026.00

State of West Virginia
General Services Division

State Capitol Complex
Building #1 House & Senate
First & Second Floor HVAC Replacement
Project No. GSD 096453

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance of the OWNER'S written notice to proceed. For each calendar day of delay in achieving Substantial completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount specified in the Contract Documents. No work shall be performed prior to issuance of a signed Purchase Order issued by the State Purchasing Division and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

Signature of Bidder:

Name of Firm: Wiseman Construction Co., Inc.

Address: 1616 6th Avenue

City/ State/ Zip Charleston, WV 25312

Phone No. (304) 344-1200

Fax No. (304) 344-1281

By: John A. Wiseman

Signature: 
(In colored Ink)

Signed and Sealed this 3rd day of November, 2010

Addenda:

The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. 1, Dated 10/8/2010

Addendum No. 2, Dated 10/21/2010

Addendum No. 3, Dated 10/28/2010

Addendum No. 4, Dated 11/1/2010

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

State Capitol Complex
Building #1 House & Senate
First & Second Floor HVAC Replacement
Project No. GSD 096453

State of West Virginia
General Services Division

Contractor's License:

West Virginia Contractor's License No. WV000836

State of West Virginia
General Services Division

State Capitol Complex
Building #1 House & Senate
First & Second Floor HVAC Replacement
Project No. GSD 096453

References:

Reference No 1:

Reference Name: Racine Thompson, Jr.
Position: Assistant Superintendent of Schools
Address: 151B Cranston St; Beckley, WV 25801
Telephone Number: (304) 256-4560
Project Name & Owner: Woodrow Wilson HS Mech/Elec Renovations - Raleigh Co Schools
Project Location: Beckley, WV
Project Description: Upgrade and replacement of High School's HVAC and Electrical systems, including new acoustical ceilings, flooring, and structural steel support

Reference No 2:

Reference Name: Rick Atkins
Position: Airport Director
Address: 100 Airport Rd.; Charleston, WV 25311
Telephone Number: (304) 344-8033
Project Name & Owner: Yeager Airport Terminal Renovations-CWVRAA
Project Location: Charleston, WV
Project Description: Installation of 6,000 SF steel canopy, sidewalks, curbs, new metered parking lot, baggage system, exterior masonry, and interior finishes

Reference No 3:

Reference Name: Elizabeth Moss
Position: Project Architect
Address: 295 Lafayette St; New York, NY 10012
Telephone Number: (212) 219-6691
Project Name & Owner: Restorations & Renovations to the WV Capitol Dome-State of
Project Location: Charleston, WV WV
Project Description: Removal/Replacement/Repair of Dome's Exterior Finishes

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Construction Company, Inc.
of Charleston, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State of
West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
GSD096453 House/Senate HVAC Replacement Building 1 - According to Plans and Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

26th day of October, 2010

Principal Corporate Seal

Wiseman Construction Company, Inc.

(Name of Principal)

By: John A. Wiseman (Must be President or Vice President)

President

(Title)

Surety Corporate Seal

United States Surety Company

(Name of Surety)

By: Gregory T. Gordon
Gregory T. Gordon, WV Resident Agent Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***).

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15 day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

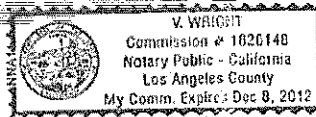
State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature (Seal)



Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 26th day of October, 2010.

Corporate Seals



Bond No. BID Agency No. 12116

Jeannie J. Kim, Assistant Secretary



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

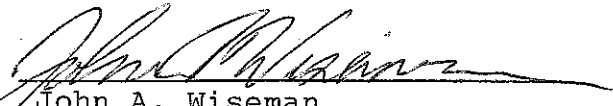
I, John A. Wiseman, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Wiseman Construction Co., Inc.; and,
(Company Name)
- 2. I do hereby attest that Wiseman Construction Co., Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

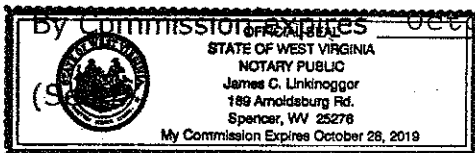
The above statements are sworn to under the penalty of perjury.

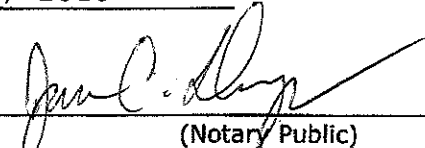
Wiseman Construction Co., Inc.
(Company Name)

By: 
John A. Wiseman
Title: President

Date: November 3, 2010

Taken, subscribed and sworn to before me this 3rd day of November 2010



By Commissioner Expires October 28, 2019

(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

RFQ No. GSD096453

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Wiseman Construction Co., Inc.

Authorized Signature: *John A. Wiseman* Date: November 3, 2010

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of November, 2010

My Commission expires October 28, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

James C. Linkinogor

